



FIRST THINGS FIRST

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**Arizona Early Childhood Development and Health Board
4000 North Central Avenue, Suite 800
Phoenix, Arizona 85012**

**Court Teams
South Phoenix Regional Partnership Council**

**Request for Grant Application (RFGA)
FTF-RC014-14-0465-00**

Deadline	Grant applications shall be submitted on or before 9:00 a.m. (Arizona MST) on April, 12 2013 at First Things First, 4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012.
Procurement Guidelines	<p>In accordance with A.R.S §41-2701, competitive sealed grant applications for the services specified within this document will be received by First Things First at the above-specified location until the time and date cited. Grant applications received by the correct time and date will be opened and the name of each applicant will be publicly read.</p> <p>Grant applications must be in the actual possession of First Things First on or prior to the exact time and date indicated above. Telefaxed, electronic, or late grant applications <u>shall not</u> be considered.</p> <p>Grant applications must be submitted in a sealed envelope with the RFGA Number and the applicant's name and address clearly indicated on the envelope.</p> <p>All grant applications must be typewritten and a complete grant application returned along with the offer by the time and date cited above. Additional instructions for preparing a grant application are included within this document.</p> <p>Applicants are strongly encouraged to read the entire RFGA document carefully.</p> <p>It is the sole responsibility of applicants to check the First Things First website for any changes to this RFGA, http://azftf.gov.</p>
Pre-Application Conference	Prospective applicants are encouraged to attend a Pre-Application Conference on March 14, 2013 at 9:00 a.m. at First Things First, 4000 North Central Avenue, Suite 800, 8 th Floor Board Room in Phoenix, Arizona. The purpose of the meeting is to discuss and clarify this RFGA.
Special Accommodations	Persons with a disability may request reasonable accommodation such as a sign language interpreter by contacting the Fiscal Specialist at grants@azftf.gov or via Fax (602) 265-0009. Requests should be made as early as possible to allow time to arrange the accommodation.
Grant Information	<p><u>Service</u>: First Things First Regional Funding</p> <p><u>Type</u>: Cost Reimbursement</p> <p><u>Grant Term</u>: The effective date of this grant shall be the date that the First Things First designee signs the Offer and Acceptance form or other official contract form (estimated July 1, 2013) and shall remain in effect until June 30, 2014, unless terminated, cancelled or extended as otherwise provided herein.</p>
Contact Information	<p>Fiscal Specialist First Things First Fax: (602) 265-0009 Email: grants@azftf.gov</p>



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CERTIFICATION

TO THE STATE OF ARIZONA, ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD:

If awarded a grant, the undersigned hereby agrees to all terms, conditions, requirements and amendments in this request for grant application and any written exceptions, as accepted by the Arizona Early Childhood Development and Health Board in the application.

APPLICANT OFFER

Arizona Transaction (Sales) Privilege Tax License No.: _____ Name of Point of Contact Concerning this application: _____

_____ Name: _____

Federal Employer Identification No.: _____ Phone: _____ Fax: _____

_____ E-Mail: _____

_____ Signature of Person Authorized to Sign Offer

_____ Printed Name

_____ Title

By signature in the Offer section above, the applicant certifies:

1. The submission of the application did not involve collusion or other anti-competitive practices.
2. The applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §41-1461 through §1465.
3. The applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF APPLICATION

The grant application is hereby accepted. The applicant is now bound to perform as stated in the applicant's grant application as accepted by the Arizona Early Childhood Development and Health Board and the Request for Grant Application document, including all terms, conditions, requirements, amendments, and/or exhibits.

This grant shall henceforth be referred to as Grant No. _____

Arizona Early Childhood Development and Health Board,
Awarded this _____ day of _____, 20____

First Things First Designated Authorizing Official

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Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children age five and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First Board and the 31 Regional Partnership Councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids age five and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The Regional Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

First Things First Strategic Direction

First Things First's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the First Things First Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The First Things First Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The First Things First Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars.
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars.
5. % of children with newly identified developmental delays during the kindergarten year.
6. #/% of children entering kindergarten exiting preschool special education to regular education.
7. #/% of children ages 2-4 at a healthy weight (Body Mass Index-BMI).
8. #/% of children receiving at least six well child visits within the first 15 months of life.
9. #/% of children age 5 with untreated tooth decay.
10. % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

What Is the Funding Source?

First Things First provides for distribution of funding through both statewide and regional grants. Statewide programs are considered those implemented across regional boundaries and are designed to benefit Arizona's children as a whole. Regional funding is based on the approval of the Regional Partnership Council funding plans submitted to the First Things First Board each year.

This Request for Grant Application (RFGA) is specifically dedicated to funding regional programs. The Regional Partnership Council that is involved in the release of this RFGA is the South Phoenix Regional Partnership Council.

Who Is Eligible to Apply for This Funding Opportunity?

First Things First awards grants to:

- Non-profit 501 (c) (3) organizations providing services in Arizona (both secular and faith-based).
- Units of Arizona government (local, county and state entities as well as schools and school districts).
- Federally recognized Tribal governments or entities providing services within Arizona.
- Arizona institutions of higher learning (colleges and universities).
- Private organizations providing services in Arizona.

All potential applicants must demonstrate organizational, fiscal and programmatic capacity to meet the requirements described in the scope of work listed in this RFGA.

What Is the Total Funding Amount Available in This Request for Grant Application?

This is a twelve (12) month contract for the fiscal year ending June 30, 2014 with an option for renewal for one (1) additional twelve (12) month period. Total funds available are approximately \$220,000 for the first funding period. First Things First reserves the right not to award the entire amount of available funds or to award an amount that is greater than the posted available funds. A single award is anticipated to be made; however, multiple awards may be considered. Renewal will be contingent upon satisfactory contract performance, evaluation and availability of funds. It is expected that the delivery of services to Gila River Indian Community would not exceed 10% of total available funding.

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of Need

FTF funding, in support of Court Teams, is a catalyst to initiate system change for an extremely vulnerable, high-risk population of infants and toddlers involved in the child welfare and court system.

Based on the most recent data provided by the Department of Economic Security, approximately 78% of the dependencies of children under the age of three are being assigned to one of the four Baby Courts, which totaled approximately 1500 young children between July 5, 2011 and June 30, 2012. In an effort to meet the highly specialized need of these vulnerable children—the council proposes to continue the implementation of court team training and system coordination efforts initiated in 2010. This strategy ensures the decisions and mechanisms within the current welfare/court/child protective systems will focus on the developmental needs of young children, improve outcomes and prevent future court involvement in the lives of very young children.

Infants continue to comprise the highest proportion of children to enter, remain and re-enter the child welfare system. Addressing the social-emotional and other health needs of these infants can make it more difficult for foster parents as well as biological parents to manage the challenges of parenting. If left undetected and unaddressed, the health and wellbeing of infants in foster care can jeopardize not only their healthy development but also their prospects for a permanent home.¹

Children in foster care are six times more likely than the general population of infants and toddlers to be developmentally delayed and three times more likely to develop chronic health conditions.² Foster parents and others who work regularly with this vulnerable population frequently do not have the necessary training to help them address the unique social and emotional needs of pre-lingual children in distress.

¹ Zero to Three Policy Center. Ensuring the Healthy Development of Infants in Foster Care: A Guide for Judges, Advocates and Child Welfare Professionals, page 4, January 2004.

² Leslie, L.K., Gordon, J.H., Lambors, K., Premji, K., Peeples, J., Gist, K. (2005). Addressing the developmental and mental health needs of young children in foster care. *Journal of Development and Behavioral Pediatrics*, 26-140-151.

Court Teams provide the mechanism for legal professionals in the child welfare system to make decisions and advocate for programs and policies that are informed by the science of early childhood.

Description of Strategy Including Standards of Practice

The principal goals of Court Teams are to improve outcomes and reduce the recurrence of abuse and neglect for infants and toddlers. Model court teams accomplish this through the application of several identified key components. The core components include judicial leadership, formation of a community team, partnership with child development/mental health providers, availability of training/technical assistance, and monthly case reviews. It has been found that judicial leadership plus community partners result in enhanced and more coordinated services for infants and toddlers in the court system and increase the opportunities for the needs of vulnerable infants to be addressed.³

Under this scope of work, the provider will:

- Maintain a Court Team to provide training and the coordination of essential services to support the health, development, and social-emotional development of young children, birth to age five, under the jurisdiction of the juvenile court.
- Within the 30 days of this contract award, the provider will complete an assessment of the technical assistance needed to continue to support Court Teams and develop an actionable plan to provide this technical assistance to the juvenile court. This assessment shall be available for to FTF program and regional staff.
- Implement technical assistance to assure timely, coordinated services are provided to infants and toddlers in out-of-home care through the involvement of health and mental health care providers, early intervention specialists, foster parents, family members, parent aids, attorneys for children and parents, Court Appointed Special Advocates (CASAs), Child Protective Services (CPS) caseworkers, home visitors and others working with children under the Juvenile Court's jurisdiction (i.e. parent aides, Early Intervention specialists, adoption specialists).
- Provide an assessment and actionable plan within 60 days of the contract award that addresses the continuing need for specialized training in child development and infant and toddler mental health to Court Teams and other organizations serving or involved with children in the family court system, including foster parents, Court Appointed Special Advocates (CASAs), ancillary members of the Court System, Child Protective Services caseworkers and administrators, home visitors, health, mental health, early intervention service providers and others working with children under the Court's jurisdiction. This plan should include specialized training that builds upon previous training provided to the court team as well as training for individuals as listed above that have not previously received this training. This plan shall be available for review by FTF program and regional staff.

³ Langer, Lester (The Honorable) and Youcha, Victoria Ed.D., *Impact of Abuse and Neglect on Early Development*, March 30, 2006, PowerPoint presentation, slide 41.

- Implement specialized training in accordance with the plan for specialized training.
- Identify and expand linkages and opportunities to coordinate with other juvenile courts implementing court teams. This may include establishing protocols for data sharing, transfer of children between jurisdictions, joint conferences and training sessions.
- Review and revise if necessary, the written protocols for bringing service providers together not less than monthly to discuss service delivery to young children in the court system, share information, identify problems, and develop and implement plans for improvement.
- Develop an approach and method to evaluate the impact of the court teams model to measurably change in a positive direction, the knowledge, attitudes and behaviors of Court Teams and other individuals serving or involved with children in the family court system, including foster parents, Court Appointed Special Advocates (CASAs), ancillary members of the Court System, Child Protective Services caseworkers and administrators, home visitors, health, mental health, early intervention service providers and others working with children under the Court's jurisdiction.

Within this scope of work, the South Phoenix Regional Partnership Council will also support the Gila River Indian Community Children's Court as outlined below.

The successful applicant will include within the proposed work the following:

Outreach to the Gila River Indian Community Children's Court; work with the court to identify needed training and technical assistance; preparation and presentation of plan to the court and FTF; and implementation of the agreed upon support role in order to implement the plan.

Plan and support provided by a successful grantee may include:

- Training and technical assistance to court personnel and community service providers on topics such as being more responsive to, and responsible for, the children's social and emotional development needs; general infant and toddler development; parenting interventions; services available to foster children in the community; and the impact of trauma on children.
- Access to resource materials including bench books and training videos developed by Zero to Three and other organizations involved with the development of Court Teams.

All training and technical assistance will be provided in accordance with the cultural competency standards outlined in the Standards of Practice for Court Teams (see Exhibit A).

In addition to the requirements in the Standard of Practice, the successful applicant shall employ a Court Team Coordinator that meets the following minimum qualifications:

- Masters degree in Social Work, Psychology, Education or Early Childhood Development, AND three (3) years of relevant, progressively responsible experience in social services,

juvenile/family court programs, or programs that serve families with young children under the age of five, experience in cross-disciplinary program development, coalition building, and service integration.

OR

- A Bachelors degree with closely related experience that includes (5) years of management and/or supervision OR any equivalent combination of experience and/or education from which comparable knowledge, skills or ability have been achieved may substitute for a Master's Degree. Presents evidence of proven success in program implementation, grant management, and data collection and reporting for program monitoring and evaluation purposes.

First Things First School Readiness Indicators Related to This Strategy

First Things First is seeking successful applicants to implement this strategy and work collectively with First Things First to impact the school readiness indicators below:

#1: #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical

#8: #/% of children receiving at least six well-child visits within the first 15 months of life

#10: % of families who report they are competent and confident about their ability to support their child's safety, health and well-being

First Things First Goal Area to Be Addressed

- Coordination

Target Population to Serve

Court personnel and the staff of community agencies and organizations that provide services to children birth to five involved in the child welfare system and under the jurisdiction of the juvenile courts in Maricopa County.

The Court personnel and Community Service personnel of the Gila River Indian Community Children's Court.

Geographic Area

The South Phoenix Regional Partnership Council provides services in the southern portion of the City of Phoenix including zip codes 85009, 85031, 85033, 85035, 85037, 85040, 85041, 85042, 85043, and 85339.

This RFGA also includes opportunity to provide services in The Gila River Indian Community.

Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. Coordination and collaboration is described as two or more organizations working together in the delivery of programs and services to a defined population. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service, which results in higher quality services and cost efficiency. Successful applicants must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to engaging with other partners delivering the same or similar programs and services; clarifying target populations and outcomes; and defining processes and plans to reach desired outcomes. Depending upon the strategy, there may be local or statewide collaborative meetings which the applicant may be asked to attend, as noted in the Scope of Work. In order to accomplish this, applicants should plan the appropriate staffing and budget to support travel to and attendance at meetings within the regional area or at statewide meetings, as appropriate.

Quality Assurance Assessment

First Things First Quality Assurance (QA) system involves a continuum of performance and programmatic monitoring. The QA process is a team approach in collaboration with grant partners. A strength-based, comprehensive QA assessment will be used to evaluate the implementation of the strategy Standards of Practice and to support grant partners through technical assistance that addresses specific issues and concerns. The results of the QA process have the potential to inform and strengthen the development of the Standards of Practice and the early childhood development and health system. Successful applicants agree to actively participate in the QA process, which will involve a strategy specific QA assessment conducted by First Things First QA Specialists during an on-site visit typically once during a contract cycle (every three years or so). The QA process includes adequate notice through pre-visit communication, the on-site visit and discussion and follow-up report.

Program Specific Data Collection and First Things First Evaluation

Successful applicants agree to participate in the First Things First evaluation and any program specific evaluation or research efforts, including collaboration with evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment and demographic information. In addition, applicants agree to allow First Things First and evaluation consultants of First Things First to observe program activities on site and successful applicants must collaborate with First Things First led and initiated evaluation activities to encourage parent consent for data collection. Data collection and First Things First evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this RFGA. When services are provided to more than one region (multi-regional strategies), the grantee must collect and store client data for each region served through the grant agreement.

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. We further recognize Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to First Things First must be obtained.

Successful applicants must have capacity to collect and submit First Things First data requirements, securely and confidentially store client data, obtain client and any necessary tribal approvals for First Things First data submission and utilize data to assess progress in achieving desired outcomes of the proposed strategy (see Exhibit C, Data Security Guidelines). Units of Service, Target Service Numbers and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by First Things First to determine the key impacts of the strategies, programs and approaches being implemented.

Unit of Service and Related Target Service Number:

A Unit of Service is a First Things First designated indicator of performance specific to each First Things First strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the First Things First strategy Home Visitation, the First Things First Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the applicant proposes to serve during the contract period. All First Things First applicants must clearly state in the proposal a Target Service Number for each strategy specific Unit of Service.

Performance Measures:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

All successful applicants will be provided with data reporting requirements by First Things First and will meet the requirements of the First Things First evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the First Things First secure web portal known as PGMS. The First Things First data reporting requirements for this strategy can be found at:

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=32>

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- 325 participants attending training*
- 1,000 children served*

*Note: these units represent work for South Phoenix area only. The service units for work to be conducted in Gila River Indian Community would be determined during the planning process.

Performance Measures:

- **Number of participants attended/ proposed service number**
- **Number of children served/ proposed service number**
- Number of Court Team trainings conducted
- Number of system improvement measures completed

For more information on First Things First Goal Areas, Goals and Performance Measures, please reference the First Things First Strategy Toolkit at:

<http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>

How Will Applications Be Evaluated?

The review committee will evaluate applications and recommend those for an award based on the following criteria:

- | | |
|--|-------|
| • Capacity of the Applicant for Addressing Needs | (25%) |
| • Proposed Program or Activity | (25%) |
| • Implementation Activities | (25%) |
| • Budget | (10%) |
| • Data Collection | (15%) |

Those applicants not selected for funding will be notified in writing; however, pursuant to A.R.S. §41-2702 (E), all applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702 (G) also states the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.

Application: Responding to the Scope of Work

To complete your application, provide a comprehensive narrative response that addresses each of the items in the Executive Summary and the criteria sections below. If an item requires a completed attachment, please reference that attachment within the narrative response when

indicated. The narrative must include a one page executive summary, use 12-point font size and have no less than a one-inch margin. It is recommended that the narrative not exceed 10 pages, including the executive summary.

A. Executive Summary (required – 1 page overview)

Provide a one (1) page narrative overview of the proposed project that includes the Target Service Number, a brief summary of the program or strategy, how it will be implemented, the applicant's capacity to implement this program and how success and outcomes will be measured. Also, complete the First Things First Standard Agency Information Collection Form (Attachment A).

B. Capacity for Addressing the Need and Implementing the Strategy Successfully (25%)

Provide a narrative description describing your organization's understanding of the needs and capacity to implement the proposed service, addressing the following:

1. Describe the need(s) the proposed strategy will address and include data to support evidence of the need. Describe the assets that currently exist, within the region and organization, to address the need and support the proposed strategy.
2. Provide examples of experience implementing related programs and the outcomes of those programs. It should be noted that past performance on any grants might be taken into consideration in evaluation of your proposal.
3. Describe your organization's professional knowledge and experience of the target population to reach, in both the South Phoenix and Gila River Indian Community.
4. Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other agencies, additional resources and training and technical assistance to provide the proposed service.
5. Include the coordination and collaboration activities in which the organization is currently engaged and how this will support the proposed strategy.
6. Include evaluation activities in which the organization is currently engaged and how this experience informs and supports the proposed strategy.
7. Provide documentation of partners or other providers that will be collaborating on this project.
8. Identify personnel recruitment, qualifications and supervision. (Also, complete Key Personnel Overview, Attachment B).
9. Describe plans to recruit and locate personnel within the geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

C. Proposed Program or Strategy (25%)

Provide a description of the program being proposed, including the following:

1. Provide a clear description of the proposed program/services.
2. Indicate whether this is a proven program or one with an evidence base and summarize the relevant research supporting it.

3. If adapting a proven effective program, explain what the adaptations are and why they are being made.
4. Describe how the proposed program aligns and builds on the existing Court Teams in the South Phoenix Region and Gila River Indian Community.
5. For each region, South Phoenix and Gila River Indian Community, describe the proposed process for reviewing the court teams current need for technical assistance and the process for determining the need for specialized training for existing and new court personnel and others engaged in the court teams process.
6. Describe how the Standards of Practice will be adhered to in program implementation. Please refer to the attached First Things First Standards of Practice. Successful applicants are required to follow this Standard of Practice when delivering services under this grant or contract. (Refer to the Standard of Practice in Exhibit A for guidance on best practice requirements for this strategy.)
7. Identify and describe the target population to be served by the proposed strategy including the South Phoenix Region and the Gila River Indian Community including:
 - i. Population demographics, i.e. all children birth through five, infants and toddlers, families of infants, early childhood professionals, etc.
 - ii. Target Service Number based on the Unit of Service(s) included in the Scope of Work above.
 - iii. How the strategy will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.
8. Describe specialized training that will be provided to existing and/or new staff, in the South Phoenix Region, including how and when it will be delivered and how it will enhance skills necessary to implement this strategy effectively.
9. Describe an approach and methods to evaluate of knowledge, attitudes, and behavior change of court team members and all others as a result of specialized training.
10. Describe a process for communicating evaluation outcomes or findings to First Things First.
11. Describe any anticipated barriers to implementation and your plans to overcome those barriers.

This narrative should provide context for the activities listed in the next section, Implementation Activities.

D. Implementation Activities (25%)

Using Attachment C, Implementation Plan, describe the activities needed to operationalize the proposed strategy(ies), including timelines, responsibilities and coordination activities.

E. Budget (10%)

The budget and budget narrative should provide a clear and concise explanation of the methods used to determine the amounts for each line item in the proposed program budget. All budget forms must be signed by an authorized agency representative.

1. Submit the Funds Requested Form (Attachment D). No additional narrative is required.
2. Submit the Line Item Budget (Attachment E) using only the budget categories listed on the form. No additional narrative is required.
3. Submit the Budget Narrative (Attachment F) using only the budget categories listed on the form.
4. Submit the Disclosure of Other Funding Sources (Attachment G). This list should include all other sources of funding currently received from other State or public agencies, Federal agencies, non-profit organizations and other sources that will be applied to the proposed program/strategy(ies). Note that statute A.R.S. §8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.
5. Describe your organization's business management system by completion of the Financial Systems Survey. Attach the Financial Systems Survey (Attachment H) to capture basic financial system/operational information to assess financial capacity early in the process. No additional narrative is required. As noted in the financial system survey, you are required to submit a complete copy of the most recent audited, reviewed or compiled financial statements as well as management letters and a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. NOTE THAT ONLY ONE COPY OF EACH OF THESE DOCUMENTS NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL".

F. Data Collection (15%)

Describe in this section the plan and resources necessary to meet First Things First basic reporting requirements, maintain data securely and confidentially, obtain client and any necessary tribal approvals for First Things First data submission, and ensure that ongoing data collection is used within the grantee institution to ensure fidelity and overall effectiveness (see Data Security Guidelines, Exhibit C). In this section, include discussion of:

1. Who will have overall responsibility for the data collection, permissions, maintenance, and reporting? Be sure to include this person in your Key Personnel Overview, Attachment B.
2. How will the required data be collected, maintained, and aggregated? Describe how you will ensure that data entered into the First Things First web-based database after it has been collected is accurate and timely. What procedures will be in place to assure the quality of your data (e.g., training for data collectors, oversight of data entry, timeliness for administering tools, etc.)?

3. If applicable, what is the anticipated approval process to collect and report data from tribal government programs?
4. What resources (e.g., personnel, supplies, computer, etc.) will be needed to complete necessary activities related to data collection, permissions, maintenance and security as well as the assurance of quality data input and data collection for the program? In addition to this narrative description, the funds dedicated to evaluation should be reflected in the budget and budget narrative in Section D above.
5. Complete the Data Collection Form, Attachment I.

Instructions to Applicants

A. Inquiries

1. Duty to Examine. It is the responsibility of each applicant to examine the entire RFGA, seek clarification in writing (inquiries), and examine their application for accuracy before submission. Lack of care in preparing an application shall not be grounds for modifying or withdrawing the application after the due date and time, nor shall it give rise to any grant claim.
2. RFGA Contact Person. Any inquiry related to an RFGA, including any requests for or inquiries regarding standards referenced in the RFGA shall be directed solely to the RFGA contact person. The applicant shall not contact or direct inquiries concerning this RFGA to any other state employee unless the RFGA specifically identifies a person other than the RFGA contact person as a contact.
3. Submission of Inquiries. The Fiscal Specialist identified in this RFGA, who is the contact for all inquiries except at the Pre-Application Conference, requires that an inquiry be submitted in writing. Any inquiry related to the RFGA shall refer to the appropriate RFGA number, page and paragraph. When making an inquiry by mail, do not place the RFGA number on the outside of the envelope containing the inquiry, since it may then be identified as an application and not be opened until after the application due date and time. Electronic inquiries are acceptable and encouraged. First Things First shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the RFGA shall be submitted as soon as possible and should be submitted at least seven days before the application due date and time for review and determination by First Things First. Failure to do so may result in the inquiry not being considered for an RFGA Amendment.
5. No Right to Rely on Verbal Responses. An applicant shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFGA.
6. RFGA Amendments. The RFGA shall only be modified by a formal written RFGA Amendment. Formal written amendments are posted on the First Things First website,

www.azftf.gov. It is the sole responsibility of the applicant to check the website regularly.

7. Pre-Application Conference. A Pre-Application Conference has been scheduled for this RFGA and specific date, time and location are noted on Page 2. Applicants should raise any questions about the RFGA at that time. The Pre-Application Conference will clarify the contents of the RFGA in order to prevent any misunderstanding of First Things First's position. Any doubt as to the requirements of the RFGA or any apparent omission or discrepancy should be presented to First Things First at the Conference. An applicant may not rely on any verbal responses to questions at the Conference. Material issues raised at the conference that result in changes to the RFGA shall be answered solely through a formal written RFGA Amendment. **Attendance at the Pre-Application Conference is strongly encouraged, but not mandatory.**
8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the RFGA contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

B. Application Preparation

1. Forms. No facsimile or electronic mail applications shall be accepted. An application shall be submitted using the forms provided in this RFGA or on their substantial equivalent. Any substitute document for the forms provided in this RFGA must be legible and contain the same information requested on the forms, unless the RFGA indicates otherwise.
2. Technical Requirements. Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not susceptible to award.
 - Responses should be typed, single-spaced with one-inch margins or wider with a twelve (12)-point font used.
 - Applications are not to be bound in spiral binders or in 3-ring notebooks. Please submit the application either stapled in the upper left-hand corner or use a binder clip.
 - Applications should be single sided, NOT duplexed.
 - Number all pages and include a table of contents that follows the underlined categories in the "Application: Responding to the Scope of Work" Section. Enclose one (1) original (clearly marked "ORIGINAL") and nine (9) additional copies.
 - All attachments must be completed as instructed.
 - The organization name and the Request for Grant Application Number (**RFGA number found on page 1 of this RFGA**) must be clearly marked on the outside of the sealed envelope/package.

Please refer to the Checklist within this RFGA to verify inclusion of all required documentation and use of the proper format.

3. Evidence of Intent to be Bound. The applicant Offer and Acceptance Form within the RFGA shall be submitted with the application and shall include a signature by a person authorized to sign the application. The signature shall signify the applicant's intent to be bound by the application, the terms of the RFGA and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the application.
4. Exceptions to Terms and Conditions. All exceptions included with the application shall be submitted in a clearly identified separate section of the application in which the applicant clearly identifies the specific paragraphs of the RFGA where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting grant unless such exception is specifically accepted by the Fiscal Specialist in a written statement. The applicant's preprinted or standard terms will not be considered by First Things First as a part of any resulting grant. All exceptions that are contained in the application may negatively affect First Things First's proposal evaluation based on the evaluation criteria stated in the RFGA or result in rejection of the application.
5. Subgrants. Applicant shall clearly list any proposed subgrantees and the subgrantee's proposed responsibilities in the application.
6. Cost of Application Preparation. First Things First will not reimburse any applicant the cost of responding to an RFGA.
7. RFGA Amendments. Each RFGA Amendment shall be signed with an original signature by the person signing the application, and shall be submitted no later than the application due date and time. Failure to return a signed copy of a RFGA Amendment may result in rejection of the application.
8. Additional Materials. Additional materials such as promotional brochures or examples of other programs should not be submitted unless they directly relate to the information required in the application.
9. Provision of Tax Identification Numbers. Applicants are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
10. Disclosure. If the firm, business or person submitting this application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government; or if any such preclusion from participation from any public procurement activity is currently pending, the applicant shall fully explain the

circumstances relating to the preclusion or proposed preclusion in the application. The applicant shall include a letter with its application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

11. RFGA Order of Precedence. In the event of a conflict in the provisions of this RFGA, the following shall prevail in the order set forth below:

- 11.1 Terms and Conditions
- 11.2 Scope of Work
- 11.3 Attachments
- 11.4 Exhibits
- 11.5 Instructions to Applicants
- 11.6 Other documents referenced or included in the RFGA

C. Submission of Application

1. Sealed Envelope or Package. One (1) original (clearly marked “original”) application and nine (9) copies shall be submitted to the submittal location identified in this RFGA. Applications must be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the applicant and RFGA number. First Things First may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
2. Late Applications. An application submitted after the exact application due date and time shall be rejected. Applications **must** be received by First Things First at the designated due date and time.
3. Application Amendment or Withdrawal. An application may not be amended or withdrawn after the application due date and time except as otherwise provided under applicable law.
4. Application Opening. Applications shall be opened publicly at the time and place identified in this RFGA. The name of each applicant shall be read publicly and recorded.
5. Disqualification. An applicant (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its application rejected.
6. Public Record. All applications submitted and opened are public records and must be retained by First Things First. Applications shall be open to public inspection no later than 30 days after the grant award pursuant to A.R.S. §41-2702 (E), except for such applications deemed to be confidential by First Things First. If an applicant believes that information in its application should remain confidential, it shall indicate as confidential

the specific information and submit a statement with its application detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. First Things First, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in A.R.S. §41-2611 through §41-2616.

7. Application Acceptance Period. Applications shall be irrevocable for 120 days after the RFGA due date and time.
8. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form, the applicant certifies that:
 - a. The applicant did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its application; and
 - b. The applicant does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, sexual orientation or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
9. Budget Limitations. In the event that the applications received exceed the budget limitations, First Things First reserves the option to request a reduction in the scope of the applicant's proposed program. Revised budget documents will be required. First Things First reserves the right to award grants for less than the proposed amount and/or less than the available funds or make awards that exceed the posted available funds as additional funds become available.
10. Waiver and Rejection Rights. Notwithstanding any other provision of the RFGA, the State reserves the right to:
 - 10.1 Waive any minor informality,
 - 10.2 Reject any and all Applications or portions thereof, or
 - 10.3 Cancel the RFGA.

D. Award

Single Award. In order to ensure adequate coverage of First Things First requirements, a single award is anticipated to be made; however, multiple awards may be considered.

1. Grant Inception. An application does not constitute a grant nor does it confer any rights on the applicant to the award of a grant. A grant is not created until the application is accepted in writing by the First Things First designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the application.

2. Effective Date. The effective date of a grant shall be the date that the First Things First designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the grant.

E. Protests

1. A protest shall comply with and be resolved according to A.R.S. §41-2611. Protests shall be in writing and filed with the Chief Executive Officer, Arizona Early Childhood Development and Health Board. A protest of an RFGA shall be received by the Fiscal Specialist before the application due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - 1.1 The name, address and telephone number of the protester,
 - 1.2 The signature of the protester or its representative,
 - 1.3 Identification of the RFGA or grant number,
 - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
 - 1.5 The form of relief requested.

F. Comments Welcome

1. First Things First periodically reviews the Instructions to applicants and welcomes any comments you may have. Please submit your comments to the Fiscal Specialist, grants@azftf.gov

Terms and Conditions

1. Term of Grant. The effective date of this grant shall be the date that the First Things First designee signs the Offer and Acceptance form or other official grant form and shall remain in effect until June 30, 2014, unless terminated, cancelled or extended as otherwise provided herein.
2. Grant Renewal/Grant Amendment. This grant shall not bind nor purport to bind First Things First for any contractual commitment in excess of the original grant period. First Things First shall have the right, with consult of the awardee, to issue a written amendment to expand services and increase funding awarded to compensate for the agreed upon service expansion. First Things First shall have the right, at its sole option, to renew the grant for up to one (1) additional twelve (12) month period or a portion thereof. Grant awards may be increased, decreased, or not renewed based on evaluation, programmatic and fiscal performance; adherence to standards of practice; the availability of funds; or the discretion of First Things First. If First Things First exercises such rights, all terms, conditions and provisions of the original grant shall remain the same and apply during the renewal period.
3. Quarterly Program Narrative and Data Submission Reports. At a minimum, grantees shall submit quarterly, one Program Narrative Report and three Data Submission Reports (one per month) by the 20th of the month following the quarter via the First Things First Partners in Grants Management System (PGMS). Failure to submit timely reports will result in suspension

of reimbursement. The reports shall contain such information as deemed necessary by First Things First.

4. Reimbursement/Payment. The grantee shall be paid on a cost-reimbursement basis, at a maximum of monthly or a minimum of quarterly for those items submitted and approved in the budget. Reimbursement requests shall be submitted monthly or quarterly via the First Things First Partners in Grants Management System. **The grantee shall submit a final reimbursement request for expenses obligated prior to the date of grant termination no more than forty-five (45) days after the grant end date.** Requests for reimbursement received later than forty-five (45) days after the grant termination will not be paid. **If awarded a grant, the grantee must have sufficient funds to meet obligations for at least sixty (60) days while awaiting reimbursements.** If an exception is requested to this requirement, it must be provided in writing in the application describing the justification and need for alternative considerations, which will be separately considered during the application review and may not be approved. Requests for exceptions to reimbursement-based payments submitted after awards are made are subject to separate review and may not be approved.
5. Confidentiality of Records. The grantee shall establish and maintain procedures and controls that are acceptable to First Things First for the purpose of assuring that no information contained in its records or obtained from First Things First or from others in carrying out its functions under the grant shall be used by or disclosed by it, its agents, officers, or employees; except as required to efficiently perform duties under the grant. Persons requesting such information shall be referred to First Things First. The grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the grantee as needed for the performance of duties under the grant, unless otherwise agreed to in writing by First Things First.
6. Key Personnel. It is essential that the grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this grant. The grantee must assign specific individuals to the key positions, when possible or submit an official position description for which candidates must qualify. **Once assigned to work under the grant, if key personnel are removed or replaced, written notification shall be sent to First Things First via the Partners in Grants Management System (PGMS) Communication Log.**
7. Orientation. A mandatory orientation will be scheduled during the first quarter after awards are made and will provide all awarded grantees the information required to manage the grant.
8. Capital Expenditures. Items over \$5,000 with a life of more than one (1) year are allowable and must be included in the line item budget and budget narrative to explain the purpose, intent and use specific for the benefit of the requested project.
9. Working with Tribal Regional Partnership Council(s). The grantee shall comply with any requirements set forth by a tribal government in relation to essential functions of the grants operation including data collection. It is a material requirement of this grant that the grantee follows all FTF tribal policies and procedures, completes all IRB (Institutional Review Board) requirements, obtains all appropriate parent consents, and obtains appropriate tribal approvals as designated by tribal authorities.

10. Geographic Distribution. If applications are not received from geographic areas within the region or if a submitted application is not deemed applicable to funding by the review committee all funding may not be awarded or could be awarded to meet disparate geographic need for services. First Things First also reserves the right to fund more than one program in an area, not to award the entire amount of available funds, or to award an amount that is greater than the posted available funds.

11. Grant Interpretation.

11.1. Arizona Law. The laws of Arizona apply to this grant including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

11.2. Implied Grant Terms. Each provision of law and any terms required by law to be in this grant are a part of this grant as if fully stated in it.

11.3. Grant Order of Precedence. In the event of a conflict in the provisions of the grant, as accepted by First Things First and as they may be amended, the following shall prevail in the order set forth below:

Terms and Conditions

Scope of Work

Attachments

Exhibits

Documents referenced or included in the RFGA

11.4. Relationship of Parties. The grantee under this grant is an independent grantee. Neither party to this grant shall be deemed to be the employee or agent of the other party to the grant.

11.5. Severability. The provisions of this grant are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the grant.

11.6. No Parole Evidence. This grant is intended by the parties as a final and complete expression of their grant. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

11.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the grant shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

12. Grant Administration and Operation.

12.1. Records. Pursuant to A.R.S. §35-214 and §35-215, the grantee shall retain and shall contractually require each subgrantee to retain all data and other "records" relating to the acquisition and performance of the grant for a period of five years after the completion of the grant. All records shall be subject to inspection and audit by First

Things First at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

- 12.2. Non-Discrimination. The grantee shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.
- 12.3. Audit. Pursuant to A.R.S. §35-214, at any time during the term of this grant and five (5) years thereafter, the grantee's or any subgrantee's books and records shall be subject to audit by First Things First and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the grant or subgrant.

In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position #6, expending Federal Grants from all sources totaling \$500,000 or more, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations." If more than \$500,000 has been expended in federal dollars, a copy of the audit report for the previous fiscal year must be submitted with your application.

- 12.4. Fund Management. The grantee must maintain funds received under this grant in separate ledger accounts and cannot mix these funds with other sources. The grantee must manage funds according to applicable regulations for administrative requirements, cost principles and audits. The grantee shall maintain proper audit trails for all reports related to this grant. First Things First reserves the right to review all program records.
- 12.5. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, sub grantee facilities and the grantee's processes or services, at reasonable times for inspection of the facilities or materials covered under this grant.

First Things First shall also have the right to test, at its own cost, the materials to be supplied under this grant. Neither inspection of the grantee's facilities nor materials testing shall constitute final acceptance of the materials or services. If First Things First determines non-compliance of the materials, the grantee shall be responsible for the payment of all costs incurred by First Things First for testing and inspection.

- 12.6. Notices. Notices to the grantee required by this grant shall be made by First Things First to the person indicated on the Offer and Acceptance form submitted by the grantee unless otherwise stated in the grant. All notices, requests, demands or communications by either party to this grant, pursuant to or in connection with this grant shall be in writing to the respective parties at the following address:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800

An authorized First Things First representative and an authorized grantee representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the grant shall not be necessary.

- 12.7. Advertising, Publishing and Promotion of Grant. The grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.

- 12.8. Review of Printed Material. First Things First reserves the right to review and approve all grantee publications and/or media funded or partially funded through this grant. All grantee publications funded or partially funded through this grant shall recognize First Things First as the funding source. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this grant.

The grantee agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the grantee describing programs or projects funded under this agreement, in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First. First Things First will post any applicable updated communications protocol information under the Grantee Resources section of PGMS.

- 12.9. Property of the State. Any materials and data required to be collected, delivered, or created under this grant, including but not limited to reports, computer programs and other deliverables are the sole property of the State (First Things First.) The grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The grantee shall not use or release these materials without the prior written consent of First Things First.

- 12.10. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this grant and any related subgrant ("Intellectual Property"), shall be work made for hire and First Things First shall be considered the creator of such Intellectual Property. First Things First shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it or its subgrantee(s). The grantee, on behalf of itself and any subgrantee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by grantee or its subgrantee(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this grant.

- 12.11. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the grant. Further, the grantee shall flow down this requirement to all subgrantees utilized during the term of the grant. First Things First

shall retain the right to perform random audits of grantee and subgrantee records or to inspect papers of any employee thereof to ensure compliance. Should First Things First determine that the grantee and/or any subgrantee be found noncompliant, First Things First may pursue all remedies allowed by law, including, but not limited to: suspension of work; termination of the grant for default; and suspension and/or debarment of the grantee.

- 12.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, the grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A
- 12.13. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, the grantee certifies that the grantee does not have scrutinized business operations in Sudan or Iran.
- 12.14. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the grant. This provision applies to work performed by subgrantees at all tiers.

13. Costs/Payments.

13.1. Applicable Taxes.

Payment of Taxes. The grantee shall be responsible for paying all applicable taxes.

Tax Indemnification. The grantee and all subgrantees shall pay all federal, state and local taxes applicable to its operation and any persons employed by the grantee. The grantee shall, and require all subgrantees to hold First Things First harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS Substitute W9 Form. In order to receive payment the grantee shall have a current IRS Substitute W9 Form on file with State of Arizona, unless not required by law.

- 13.2. Availability of Funds for the Current State Fiscal Year. If, for any reason, funding in the current state fiscal year is not available, First Things First may take any of the following actions: 1) Accept a decrease in price offered by the grantee; 2) Cancel the grant; or 3) Cancel the grant and re-solicit the requirements.
- 13.3. Availability of Funds for the Next State Fiscal Year. Funds are not presently available for performance under this grant beyond the current fiscal year. Any future obligation of First Things First under this grant is conditioned upon the availability of funds allocated and awarded for the payment of such obligation. If funds are not allocated and available for the continuance of this grant, this grant may be terminated by First Things First at the end of the period for which funds are available. No liability shall accrue to

First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. Grant Revisions.

- 14.1. Program or Budget Modifications. Requests for program and/or budget modifications must be submitted via the First Things First Partners in Grants Management System Communication Log and approval received **prior** to the implementation of any the modifications.
- 14.2. Amendments. If it is deemed that the program or budget modification request would alter the scope of work and budget described herein, whether by modification or supplementation, then the modification must be accomplished by a formal written amendment signed and approved by and between the duly authorized representatives of the grantee and grantor. No other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the grant.
- 14.3. Subgrants. The grantee shall not enter into any subgrant under this grant for the performance of this grant without the advance written approval from First Things First. The grantee shall clearly list any proposed subgrantees and the subgrantee's proposed responsibilities. The subgrant shall incorporate by reference the Terms and Conditions of this grant. The grantee agrees that no subgrant that the grantee enters into with respect to performance under this grant shall in any way relieve the grantee of any responsibility for performance of its duties.
- 14.4. Assignment and Delegation. The grantee shall not assign any right nor delegate any duty under this grant without the prior written approval of First Things First. First Things First shall not unreasonably withhold approval.

15. Risk and Liability.

- 15.1. Indemnification.
Indemnification - Patent and Copyright. The grantee shall indemnify and hold harmless First Things First against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by First Things First of materials furnished or work performed under this grant. First Things First shall reasonably notify the grantee of any claim for which it may be liable under this paragraph. If the grantee is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

Grantee/Vendor Indemnification (Not Public Agency). The parties to this grant agree that First Things First, its departments, Board and Councils shall be indemnified and held harmless by the grantee for the vicarious liability of First Things First as a result of entering into this grant. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this grant is responsible for its own negligence.

This indemnity shall not apply if the grantee or subgrantee(s) is/are an agency, board, commission or university of the State of Arizona.

Grantee/Vendor Indemnification (Public Agencies Only). Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

- 15.2. Insurance Requirements. The grantee and subgrantees shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this grant, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the grantee, his agents, representatives, employees or subgrantees.

The insurance requirements herein are minimum requirements for this grant and in no way limit the indemnity covenants contained in this grant. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the grantee from liabilities that might arise out of the performance of the work under this grant by the grantee, its agents, representatives, employees or subgrantees, and grantee is free to purchase additional insurance.

- 15.2.1. Minimum Scope and Limits of Insurance. The grantee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the grantee".
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the grantee.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this grant.

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the grantee, involving automobiles owned, leased, hired or borrowed by the grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the grantee.

Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$500,000
- Disease – Each Employee \$500,000
- Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the grantee.
- b. This requirement shall not apply to separately, EACH grantee or subgrantee exempt under A.R.S. §23-901, AND when such grantee or subgrantee executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the professional liability insurance required by this grant is written on a claims-made basis, the grantee warrants that any retroactive date under the policy shall precede the effective date of this grant; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this grant is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this grant.

15.2.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the grantee, even if those limits of liability are in excess of those required by this grant.

The grantee's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the grantee shall not be limited to the liability assumed under the indemnification provisions of this grant.

- 15.2.3. Notice of Cancellation. Each insurance policy required by the insurance provisions of this grant shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty- (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012) and shall be sent by certified mail, return receipt requested.
- 15.2.4. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the grantee from potential insurer insolvency.
- 15.2.5. Verification of Coverage. The grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this grant. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 15.2.6. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this grant must be in effect at or prior to commencement of work under this grant and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this grant, or to provide evidence of renewal, is a material breach of this grant.
- 15.2.7. All certificates required by this grant shall be sent directly to (First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/grant number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
- 15.2.8. Subgrantees. The grantees' certificate(s) shall include all subgrantees as insureds under its policies or grantee shall furnish to the State of Arizona

separate certificates and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum requirements identified above.

15.2.9. Approval. Any modification or variation from the insurance requirements in this grant shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Grant amendment, but may be made by administrative action.

15.2.10. Exceptions. In the event the grantee or subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the grantee or subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

15.3 Force Majeure.

15.3.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this grant if and to the extent that such party's performance of this grant is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

15.3.2. Force Majeure shall not include the following occurrences:

Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

Late performance by a subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

Inability of either the grantee or any subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.

15.3.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by an amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this grant.

15.3.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

15.4 Third Party Antitrust Violations. The grantee assigns to First Things First any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the grantee, toward fulfillment of this grant.

16. Warranties.

16.1. Liens. The grantee warrants that the materials supplied under this grant are free of liens and shall remain free of liens.

16.2. Quality. Unless otherwise modified elsewhere in these Terms and Conditions, the grantee warrants that, for one year after acceptance by First Things First of the materials, they shall be: a) of a quality to pass without objection in the trade under the grant description; b) fit for the intended purposes for which the materials are used; c) within the variations permitted by the grant and are of even kind, quantity, and quality within each unit and among all units; d) adequately contained, packaged and marked as the grant may require; and e) conform to the written promises or affirmations of fact made by the grantee.

16.3. Fitness. The grantee warrants that any material supplied to First Things First shall fully conform to all requirements of the grant and all representations of the grantee, and shall be fit for all purposes and uses required by the grant.

16.4. Inspection/Testing. The warranties set forth in subparagraphs 17.1 through 17.3 of this paragraph are not affected by inspection or testing of or payment for the materials by First Things First.

16.5 Compliance with Applicable Laws. The services supplied under this grant shall comply with all applicable federal, state and local laws, and the grantee shall maintain all applicable licenses and permit requirements.

16.5.1. Sectarian Requests. Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instructions.

16.5.2. Restrictions on Lobbying. The grantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of First Things First, state government or the federal government if that action may have an impact, of any nature, on this grant.

16.5.3. Licenses. The grantee shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the grantee.

16.5.4. Fingerprinting. Pursuant to A.R.S. §41-1758, the grantee will obtain fingerprint cards and/or background checks as applicable. This grant may be cancelled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to children, discloses that a person has committed any

act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any criminal offenses in this state or similar offenses in another state or jurisdiction.

17. State's Contractual Remedies.

17.1 Right to Assurance. If First Things First in good faith has reason to believe that the grantee does not intend to, or is unable to perform or continue performing under this grant, the First Things First Fiscal Specialist may demand in writing that the grantee give a written assurance of intent to perform. Failure by the grantee to provide written assurance within the number of days specified in the demand may be, at First Things First's discretion, the basis for terminating the grant under the Terms and Conditions or other rights and remedies available by law or provided by the grant.

17.2 Stop Work Order.

First Things First may, at any time, by written order to the grantee, require the grantee to stop all or any part, of the work called for by this grant for period(s) of days indicated by First Things First after the order is delivered to the grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the grantee shall resume work. First Things First shall make an equitable adjustment in the delivery schedule or grant price, or both, and the grant shall be amended in writing accordingly.

17.3. Nonconforming Tender. Materials or services supplied under this grant shall fully comply with the grant. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of this grant. On delivery of nonconforming materials or services, First Things First may terminate the grant for default under applicable termination clauses in the grant, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

17.4. Right of Offset. First Things First shall be entitled to offset against any sums due the grantee, any expenses or costs incurred by First Things First, or damages assessed by First Things First concerning the grantee's non-conforming performance or failure to perform the grant, including expenses, costs and damages described in the Terms and Conditions.

17.5 Non-Exclusive Remedies. The rights and the remedies of First Things First under this grant are not exclusive.

18. Grant Termination.

18.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, First Things First may cancel this grant within three (3) years after grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting

or creating the grant on behalf of First Things First is or becomes at any time while the grant or an extension of the grant is in effect an employee of or a consultant to any other party to this grant with respect to the subject matter of the grant. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State of Arizona, it may also cancel this grant as provided in A.R.S. §38-511.

- 18.2 Cancellation for Failure to Perform. Failure by the grantee to adhere to any provision of this grant or its attachments in the time and manner provided by this grant or its attachments shall constitute a material default and breach of this grant and First Things First may cancel, at its option, this grant upon prior written notice. First Things First may issue a written ten (10) day notice of default to the grantee for acting or failing to act including but not limited to any of the following:

18.2.1. The grantee provides personnel that do not meet the requirements of this grant or are of an unacceptable quality.

18.2.2. The grantee fails to perform adequately the services required in this grant.

18.2.3. The grantee fails to furnish the required product or services within the time stipulated in this grant.

18.2.4 The grantee fails to make progress in the performance of the requirements of the grant and/or gives a positive indication that the grantee will not or cannot perform to the requirements of this grant.

If the grantee does not correct any problem(s) within ten (10) days after receiving the notice of default, First Things First may cancel the grant. If First Things First cancels the grant pursuant to this clause, First Things First reserves all rights or claims to damage for breach of the grant and the grantee agrees to a general release in favor of First Things First for any claim for reimbursement.

- 18.3 Gratuities. First Things First may, by written notice, terminate this grant, in whole or in part, if First Things First determines that employment or a gratuity was offered or made by the grantee or a representative of the grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the grant, an amendment to the grant, or favorable treatment concerning the grant, including the making of any determination or decision about grant performance. First Things First, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the grantee.

- 18.4 Suspension or Debarment. First Things First may, by written notice to the grantee, immediately terminate this grant if First Things First determines that the grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subgrantee of any public procurement unit or other governmental body. Submittal of a grant application or execution of a grant shall attest that the grantee is not currently suspended or debarred. If the grantee becomes suspended or debarred, the grantee shall immediately notify First Things First.

- 18.5 Termination for Convenience. First Things First reserves the right to terminate the grant, in whole or in part at any time, when in the best interests of First Things First without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all subgrantees of the effective date of the termination and minimize all further costs to First Things First. In the event of termination under this paragraph, all documents, data and reports prepared by the grantee under the grant shall become the property of and be delivered to First Things First upon demand. The grantee shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 18.6 Termination for Default.
- 18.6.1. In addition to the rights reserved in the grant, First Things First may terminate the grant in whole or in part due to the failure of the grantee to comply with any term or condition of the grant; to acquire and maintain all required insurance policies, bonds, licenses and permits; to make satisfactory progress in performing the grant; or failure to comply with the Data Security Guidelines. First Things First shall provide written notice of the termination to the grantee.
- 18.6.2. Upon termination under this paragraph, all materials, documents, data and reports prepared by the grantee under the grant shall become the property of and be delivered to First Things First on demand.
- 18.6.3. Upon termination of this grant, First Things First may procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this grant. The grantee shall be liable to First Things First for any excess costs incurred by First Things First in procuring services in substitution for those due from the grantee.
- 18.7. Continuation of Performance through Termination. The grantee shall continue to perform, in accordance with the requirements of the grant, up to the date of termination, as directed in the termination notice.
19. Grant Claims. All grant claims or controversies under this grant shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
20. Arbitration. The parties to this grant agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent it is determined that this is a public works contract under A.R.S. § 12-1518, except as may be required by other applicable statutes.

Checklist

Use the following list to make sure your application is complete:

- ☐ One (1) original copy marked “original”, and nine (9) additional copies
- ☐ Completed and signed First Things First Offer and Acceptance form
- ☐ State of Arizona Substitute W-9 Form (must be downloaded and printed) signed, if applicable, http://www.gao.az.gov/onlineforms/forms/AZ_subw-9_010410.pdf
- ☐ Signed copy of all amendments issued for the RFGA (if applicable)
- ☐ Table of Contents
- ☐ Application including Executive Summary and response to **ALL** questions in sections A – F of Application: Responding to the Scope of Work
- ☐ Standard Agency Information Collection Form completed, Attachment A
- ☐ Key Personnel Overview completed, Attachment B
- ☐ Implementation Plan completed, Attachment C
- ☐ Funds Requested Page, completed and signed, Attachment D
- ☐ Standard Line Item Budget, completed and signed, Attachment E
- ☐ Budget Narrative, completed and signed, Attachment F
- ☐ Disclosure of Other Funding Sources, completed and signed, Attachment G
- ☐ Financial Systems Survey is completed and signed, Attachment H
- ☐ Data Collection Form, Attachment I
- ☐ Resumes for all personnel listed in the budget
- ☐ One copy of your agency’s most recent audited, reviewed or compiled financial statements as well as a schedule showing the total federal funds (by granting agency) expended by your agency for the most recent fiscal year included with the application marked Original.
- ☐ Page numbers are included on all pages, in sequence, twelve point font or larger and single-spaced, with one inch margins or wider.
- ☐ In the original application, documents requiring signatures should have **ORIGINAL** signatures.
- ☐ Do **NOT** bind your application in spiral binders or in 3-ring notebooks. Please staple the applications in the upper left-hand corner or use a binder clip.
- ☐ When submitting your application, ensure your organization name and the Request for Grant Application Number (**found on Page 1**) is CLEARLY marked on the outside of the SEALED envelope/package.
- ☐ **It is the responsibility of each applicant to ensure their application is delivered to First Things First by the due date and time listed on Page 2 of this RFGA.** (Please allow for such contingencies as heavy traffic, weather, directions, parking, security, etc.)

Attachments and Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Key Personnel Overview
Attachment C	Implementation Plan
Attachment D	Funds Requested Page
Attachment E	Line Item Budget
Attachment F	Budget Narrative
Attachment G	Disclosure of Other Funding Sources
Attachment H	Financial Systems Survey
Attachment I	Data Collection Form

Exhibit A	Court Teams Standard of Practice
Exhibit B	First Things First Target Service Unit Information
Exhibit C	Data Security Guidelines
Exhibit D	Sample Certificate of Insurance

Attachment A

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) _____

Agency _____ Contact Person _____

Address _____ Position _____

Address _____ Email _____

City, State, Zip _____ Phone _____ Ext _____

County _____ Fax _____

Employer Identification Number: _____

Agency Classification: ☐ State Agency ☐ County Government ☐ Local Government ☐ Schools
 ☐ Tribal ☐ Faith Based ☐ Non Profit ☐ Private Organization ☐ Other

Have you previously conducted business with First Things First using this EIN? ☐ Y ☐ N

*If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp,
download the State of Arizona Substitute W-9 Form, and submit with your application*

Congressional district (federal) in which agency provides most services: District # _____

Legislative district (state) in which agency provides most services: District # _____

*Go to <http://www.azredistricting.org> and click on Final Maps to identify your
congressional and legislative district*

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ _____

Agency's fiscal year-end date: _____

Agency's accounting method: ☐ Cash ☐ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? ☐ Y ☐ N

Contact information for firm conducting agency audit:

Audit firm: _____

Address: _____

Phone: _____

B. Proposed Program Information/Description:

Amount requested: _____

Service area of proposed program: _____

Target population of proposed program: _____

Number of **participants attended**: _____

Number of **children served**: _____

Please provide a brief description (250 words or less) of the proposed program. This description will be used by First Things First for all public information regarding the grant.

C. Contact Information:

First Things First Partner and Grants Management System (PGMS) requires contact information for persons filling overall grant management, financial, programmatic, and evaluation roles. The same person may be assigned to more than one of the roles.

Main contact information: This contact person has overall responsibility for ensuring the program is successfully implemented. This person will be able to view all programmatic, financial, and evaluation information in PGMS. Correspondence from First Things First will be sent to this person.

Main contact person: _____

Position: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ Ext. _____ Fax: _____

Program contact information: This contact person has responsibility for the regular program operations. They will be able to view program and evaluation information in PGMS.

Program Contact Person: _____

Position: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ Ext. _____ Fax: _____

Financial contact information: This contact person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to view financial information in PGMS.

Financial contact person: _____

Position: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ Ext. _____ Fax: _____

Evaluation contact information: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: _____

Position: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ Ext. _____ Fax: _____

Your application may have included information about a collaborating partner/agency. Please provide contact information for these collaborators below.

Collaborator

Agency: _____ Contact Person: _____
Address: _____ Position: _____
Address: _____ Email: _____
City, State, Zip: _____ County: _____
Phone: _____ Ext. _____ Fax: _____

Collaborator

Agency: _____ Contact Person: _____
Address: _____ Position: _____
Address: _____ Email: _____
City, State, Zip: _____ County: _____
Phone: _____ Ext. _____ Fax: _____

Collaborator

Agency: _____ Contact Person: _____
Address: _____ Position: _____
Address: _____ Email: _____
City, State, Zip: _____ County: _____
Phone: _____ Ext. _____ Fax: _____

Collaborator

Agency: _____ Contact Person: _____
Address: _____ Position: _____
Address: _____ Email: _____
City, State, Zip: _____ County: _____
Phone: _____ Ext. _____ Fax: _____

Attachment B

KEY PERSONNEL OVERVIEW*

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project. If awarded and your project experiences changes in staff, notification must be sent to First Things First. In addition, if you are describing a position to be hired, you must send staff notification and resume to First Things First when the position is filled.**

KEY PERSONNEL SHOULD INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

Attachment C

July 1, 2013 – June 30, 2014 Implementation Plan

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation

Attachment D

FUNDS REQUESTED PAGE

The offer must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for the grant.

\$_____Total Funds Requested

Authorized Signature_____

Date_____

Job Title _____

Attachment E and F Instructions

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period July 1, 2013 through June 30, 2014 using the template provided in Attachment E. Please make sure you include a budget narrative as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partners in Grant Management System (PGMS) Communication Log and approval received prior to the implementation of any of the modifications.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

Attachment E – Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: July 1, 2013 – June 30, 2014

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$
Salaries			
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$
Fringe Benefits or Other ERE			
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$
Contracted Services			
TRAVEL		Travel Sub Total	\$
In-State Travel			
Out of State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$
<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted & non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$	\$
Total		\$	\$

Authorized signature _____

Date _____

Attachment F – Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 12-month line item budget categories and subcategories.***

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.*

Travel: *Separate travel that is in state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel.*

Aid to Organizations or Individuals: *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives*

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature _____ Date _____

Attachment G

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program*. A.R.S. §8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
TOTAL:			

***This table should include only those funds that will support the program detailed in this Application.**

Authorized signature_____ Date_____

Job Title _____

Attachment H

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of applicant:_____

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	<input type="radio"/> Not applicable for State of Arizona agencies
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other Specify:_____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e., 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared by: _____

Job title: _____

Date: _____

Phone/Fax: _____

Email: _____

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the section and question number next to each comment.

Number of attachments (please number each attachment): _____

COMMENTS:

Attachment I

Data Collection Form

Performance Measure	Plan for Data Collection	Plan for Using the Data	Quality Assurance

Exhibit A



FIRST THINGS FIRST

Ready for School. Set for Life.

Standard of Practice Court Teams

I. Description of Strategy

The principal goals of Court Teams are to improve outcomes and reduce the recurrence of abuse and neglect for infants and toddlers. These goals are achieved by developing court-community teams led by superior court judges to:

- Raise awareness of the developmental needs of maltreated infants and toddlers.
- Assure case plans that support the developmental needs of these children
- Assure a permanency plan resulting in stable placements for children with foster families, relatives, or other caretakers.
- Assure continuing focus on child well-being when children are returned to parents, relatives, or other caretakers.

Court teams promote policies and procedures that will foster a system of care that focuses on meeting the developmental needs of children and supports their healthy development. Research has shown a number of positive outcomes as a result of the court teams processes. It is the intent of Court teams to strengthen the support and care for infants and young children in the Juvenile Dependency system. This is accomplished through training, shared planning and regular consultation of those agencies working with the child and family. The Court team may recommend and refer the child and family for services, but does not directly provide these services.

Research on the outcomes for young children under the jurisdiction of juvenile courts that utilize Court Teams has shown:

- A significant increase in the services provided to eligible children and their parents, particularly in access to health care and early intervention services.
- Decrease in the number of foster home moves for infants and toddlers.
- An increase in parent-child visits.
- An increase in relative/kinship placements.⁴

II. Implementation Standards of Practice

Court Teams provide the mechanism to implement policies that are informed by the science of early childhood to assure the best decisions for the health, development, and well-being of each child under the jurisdiction of the juvenile court system. Model Court Teams accomplish this through the application of eight identified key components. The components are:

⁴ Zero to Three, *Changing the Odds for Babies: Court Teams for Maltreated Infants and Toddlers*, Fact Sheets. [Zero to Three Funded Projects - Court Team](#).

Judicial Leadership: Local judges in Court Team communities are the catalysts for the programs that meet the needs of vulnerable children and their families. When beginning a Court Team, a local judge convenes the initial meeting with representatives of the community, service providers and other stakeholders to build commitment and cooperation.

Local Community Coordinator: In each Court Team community, a local Community Coordinator serves as a resource for child development expertise for the court. The Community Coordinator coordinates services and resources in support of infants and toddlers in the court systems.

Court Team: The Court Team is made up of key community stakeholders who commit to working to restructure the way the community responds to the needs of maltreated infants and toddlers. The makeup of Court Teams varies from community to community, but typically the team includes pediatricians; child welfare workers; attorneys representing children, parents, and the child welfare system; Court Appointed Special Advocates (CASAs); Guardians Ad Litem (GALs); mental health professionals; substance abuse treatment providers; representatives of foster parent organizations and children's advocacy groups; Early Head Start and child care providers; and Court Improvement Project staff.

Monthly Case Reviews: Each month, all individuals and organizations delivering court-mandated services to infants and toddlers meet together with the judge to review progress on each case. This monitoring process in and of itself can help prevent very young children from falling through the cracks in the child welfare system and ensure that the services they are receiving are effective and age appropriate.

New Court Order Forms: Court-ordered service referrals have been expanded in Court Team sites to include a variety of services for children. By focusing attention on the children themselves, it is hoped that children's needs for medical and mental health interventions will be incorporated into resolving the family's child welfare system involvement.

Training and Technical Assistance: Training and technical assistance to court personnel and community service providers on topics such as being more responsive to, and responsible for, the children's social and emotional development needs; general infant and toddler development; parenting interventions; services available to foster children in the community; and the impact of trauma on children.

Mental Health Treatment: Ideally each Court Team will have the capacity to refer parents to mental health services which are designed to improve the parent-child relationship by focusing on reading and responding to cues in ways that support child development and to address unmet emotional needs that the parent may have which impacts her/his ability to meet the needs of the young child.

Resource Materials: Access to resource materials including bench books and training videos developed by Zero to Three and other organizations involved with the development of Court Teams.

It has been found that a partnership between judges and individuals involved in the child welfare system results in enhanced and more coordinated services for infants and toddlers in the court system.

Considerations to support the successful coordination of the Court Team process include:

- Ensuring that team members understand and respect the role, responsibilities, and perspective of each member.
- Establishing protocols and/or guidelines for reaching consensus on the optimal plan for each child and his or her family.
- Assigning responsibility for taking case conference notes and timely dissemination of information decisions and action steps.
- Providing for access to confidential information for members of the team that need such access.
- Establishing a process for timely dissemination of information to team members regarding critical incidents or change in status that may impact the well-being of a child.
- Establishing procedures for including non-team members in team meetings when appropriate and relevant to planning for a particular child.

III. Staff Qualifications Standards of Practice:

Knowledge of human services systems and community development; experience in facilitating coordination and collaboration. Knowledge of and experience in the juvenile (dependency) court system is highly desired. Typically individuals with advanced academic degrees (Masters or higher) possess these attributes.

IV. Cultural Competency

Programs will also implement the following best practices and standards related to Cultural Competencies:

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants' effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children."

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
<http://www.naeyc.org/positionstatements/linguistic>

- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Director, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff are culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
 - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.
 - Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities.

Exhibit B

First Things First Target Service Unit Information Court Teams

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Court Teams**, the Units of Service are:

Number of participants attended
Number of children served

Determining and Interpreting Target Service Numbers

Number of participants attended should reflect the total number of participants proposed to be trained for the grant contract period (in most cases, one year). This should be a total count (aggregate) of all participants proposed to attend all sessions. Please note this may be a **duplicated** count since it is possible for the same participant to attend multiple trainings during the same grant contract period. For example, if the program proposes to train 20 participants in a series of five sessions, the total target service number should be 100 participants, rather than 20 (as FTF does not collect series specific information). If the program does not provide a series of sessions (for instance a program may provide walk-in training sessions), the total target service unit should reflect all participants proposed to attend all trainings proposed for the contract period. This may be a **duplicated** count since one participant may attend multiple walk-in training sessions.

Number of children served should reflect all children proposed to receive services for one grant contract period (in most cases, one year). This number should reflect a total headcount (aggregate) of children to receive services. Please note this may be a **duplicated** count since it is possible for a child to return into the court system/program (recidivism) during the same grant contract period. The target service number should only include children who are funded through the FTF Court Team program and may not reflect all children in the court system.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Court Teams**, the performance measures are:

Number of participants attended/ proposed service number

Number of children served/ proposed service number

Number of Court Team trainings conducted

Number of system improvement measures completed

Exhibit C

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grant Management System (PGMS). Subsequent to the award of an FTF grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, the grantee must ensure that throughout the reporting and submission process the data is secured, and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, tribal law, or other data regulation, are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. FTF further recognizes Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to FTF must be obtained and kept on-file by the grantee and FTF for granting serving clients on tribal lands.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

Revised January 2013

Exhibit D

SAMPLE CERTIFICATE OF INSURANCE

Prior to commencing services under this contract, the Grantee must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other Grantee obligations.

Name and Address of Insurance Agency:		Company Letter:	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty- (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative: _____

**END OF REQUEST FOR GRANT
APPLICATION**

FTF-RC014-14-0465-00